

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Airport
AGENDA DATE: May 8, 2012
CONTACT PERSON: Monica Lombraña A.A.E., (915) 780-4793
DISTRICT(S) AFFECTED: All Districts

SUBJECT:

Approve a Resolution that the City Manager be authorized to sign a Lessor's Approval of Assignment of the General Aviation Commercial Ground Lease by and among the City of El Paso ("Lessor"), El Paso Air Limited. ("Assignor"), and TJW Aviation LLC ("Assignee")

BACKGROUND / DISCUSSION:

The City of El Paso entered into a General Aviation Commercial Ground Lease effective September 1, 2008, between the Lessor and El Paso Air Limited for the property commonly known as 1740 American Drive. Assignor now desires to execute a Lessor's Approval of Assignment with TJW Aviation, LLC, wherein Assignor will agree to assign to TJW Aviation, LLC and TJW Aviation, LLC will agree to assume Assignor's obligations under the Lease.

PRIOR COUNCIL ACTION:

Council had previously approved an Assignment from Juliusson Family Limited Partnership to TJW Aviation on January 27, 2012

AMOUNT AND SOURCE OF FUNDING:


N.A. this is a revenue producing Lease Agreement/Assignment

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Monica Lombraña A.A.E.
Director of Aviation

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Lessor's Approval of Assignment of the General Aviation Commercial Ground Lease by and among the City of El Paso ("Lessor"), El Paso Air Limited ("Assignor"), and TJW Aviation LLC ("Assignee") for the following described property:

Parcel 2D, being a portion of Lot 2, Block 4, El Paso International Airport Tracts, Unit 10, consisting of approximately 50,608 square feet of land, El Paso, El Paso County, Texas and municipally known and numbered as 1740 American Drive, El Paso, Texas.

ADOPTED this the ____ day of _____ 2012.

THE CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

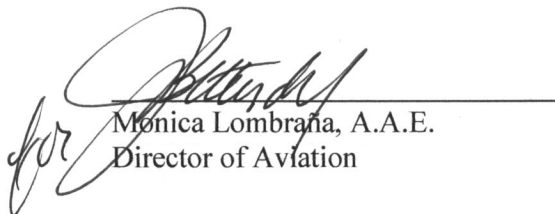
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



for Monica Lombraña, A.A.E.
Director of Aviation

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

LESSOR'S APPROVAL OF ASSIGNMENT

WHEREAS, the City of El Paso ("Lessor") entered into a General Aviation Commercial Ground Lease effective September 1, 2008 ("Lease") between the Lessor and El Paso Air Limited ("Assignor") for the following described property:

Parcel 2D, being a portion of Lot 2, Block 4, El Paso International Airport Tracts, Unit 10, consisting of approximately 50,608 square feet of land, El Paso County, Texas and municipally known and numbered as 1740 American Drive, El Paso, Texas. ("Property")

WHEREAS, Assignor desires to execute a Lessor's Approval of Assignment with TJW Aviation, LLC, wherein Assignor will agree to assign to TJW Aviation, LLC and TJW Aviation LLC will agree to assume Assignor's obligations under the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to TJW Aviation, LLC., a Texas Limited Liability Company ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.
2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
3. **GUARANTOR.** Assignee shall, as of the effective date of the assignment, enjoy all rights and privileges and be responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee. Provided, however, Assignee shall tender to Lessor an irrevocable letter of credit, or other surety acceptable to the Director of Aviation ("Security Deposit") in an amount equal to three (3) months of Rental to guarantee the faithful performance of Lessee of its obligations under this Lease and the payment of all Rental due hereunder. Assignee shall be obligated to maintain such Security Deposit in effect until the expiration of eighteen (18) consecutive months from the Effective Date of this Lessor's approval of Assignment. Within twenty (20) days after expiration of such eighteen (18) month period and if no

Event of Default by Assignee has occurred, Lessor will return the Security Deposit to Assignee.

4. **RATIFICATION OF LEASE.** Except as expressly modified herein, no provision of this consent alters or modifies any of the terms and conditions of the Lease; all other terms and conditions of the Lease shall remain in full force and effect.
5. **ADDRESS FOR NOTICE.** Notices to Assignor and Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: El Paso Air Limited
1776 American Drive
El Paso, Texas 79925
Attn: Bob Larson

ASSIGNEE: TJW Aviation, LLC
420 S. Kenazo
Horizon, Texas 79928
Attn: Timothy J. Wilson

6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the authority legally to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
7. **NON-WAIVER.** This Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
8. **EFFECTIVE DATE.** The parties have executed this Lessor's Approval of Assignment hereto this 8th day of May 2012.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ADOPTED this _____ day of _____, 2012.

LESSOR: CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombrana, A.A.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

[illegible]

This instrument was acknowledged before me on this ____ day of _____, 2012,
by **Joyce A. Wilson as City Manager of the City of El Paso, Texas.** (Lessor)

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ASSIGNOR: El Paso Air Limited

By: [Signature]
Printed Name: Robert F. Larsen Jr.
Title: Managing Partner

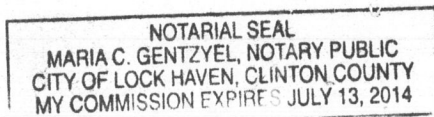
ASSIGNOR'S ACKNOWLEDGEMENT

PA
THE STATE OF ~~TEXAS~~)
CLINTON)
COUNTY OF ~~EL PASO~~)

This instrument was acknowledged before me on this 25th day of April, 2012,
by ROBERT F. LARSEN JR. as MANAGING PARTNER of El Paso Air Limited. (Assignor).

My Commission Expires:

[Signature]
Notary Public, State of Texas - PA



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ASSIGNEE: TJW AVIATION LLC


Printed Name: Timothy J. Wilson

Title: President and Manager


ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this 27th day of April, 2012, by Timothy J. Wilson as President and Manager of TJW Aviation LLC. (Assignee)


Notary Public, State of Texas

My Commission Expires:

